

**AMENDMENT TO  
INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
WISCONSIN BELL, INC. d/b/a SBC WISCONSIN  
AND  
COMCAST PHONE OF WISCONSIN, LLC**

On \_\_\_\_\_, 2005, Comcast Phone of Wisconsin, LLC ("Comcast") exercised its right pursuant to 47 U.S.C. § 252 (i) to adopt the interconnection agreement, as amended, between Wisconsin Bell, Inc. <sup>1</sup> d/b/a SBC Wisconsin ("SBC Wisconsin") and Level 3 Communications, LLC. Upon approval by the Public Service Commission of Wisconsin, the agreement so requested by Comcast became the interconnection agreement (the "Agreement") pursuant to 47 U.S.C. §§ 251 and 252 between SBC Wisconsin and Comcast. Pursuant to this Amendment, the Agreement is hereby amended as follows:

(1) Appendix Intercarrier Compensation, currently incorporated into the Agreement, is hereby removed from the Agreement in its entirety. In addition, the 1<sup>st</sup> Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement, is hereby removed the Agreement in its entirety.

(2) The Intercarrier Compensation All ISP-Bound Traffic Appendix, which is attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.

(3) The existing UNE Appendix, is hereby removed from the Agreement in its entirety. Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements) Agreement, which is attached hereto and incorporated herein by this reference shall be incorporated into the Agreement. Additionally, the Parties agree to negotiate and replace Appendix Lawful UNEs (Lawful Provision of Access to Unbundled Network Elements) with a mutually agreeable, negotiated UNE amendment.

(4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.

(6) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-312 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other

<sup>1</sup> Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell"), is a wholly-owned subsidiary of Ameritech Corporation and now operates under the name "SBC Wisconsin", pursuant to an assumed name filing with the State of Wisconsin. Ameritech Corporation is a wholly-owned subsidiary of SBC Communications Inc.

amendments to the Agreement), SBC Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). The Parties acknowledge and agree that SBC Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and as of the effective date of the MFN Agreement, the FCC Plan shall apply to this Agreement, as more specifically provided for in this Amendment to the Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

(7) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

Aug IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 30<sup>th</sup> day of Aug, 2005, by Wisconsin Bell, Inc., d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Comcast Phone of Wisconsin, LLC

By: Catherine AugirisName: CATHERINE AUGIRIS  
(Print or Type)Title: SVP & GM-TELEPHONY  
(Print or Type)Date: 8/19/05FACILITIES-BASED OCN # 503DACNA BPHWisconsin Bell, Inc., d/b/a SBC Wisconsin by SBC  
Operations, Inc., its authorized agentBy: Mike AuinbaughName: Mike Auinbaugh  
(Print or Type)Title: AVP - Local Interconnection MarketingDate: AUG 30 2005